

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL DISTRICT  
WITHIN AND FOR BIG HORN COUNTY WYOMING**

ROCKY MOUNTAIN RECOVERY	)	CV-2020-0102 L
SYSTEMS, INC.	)	
	)	
Plaintiff	)	
	)	
vs.	)	
	)	
KAYTLYN WILSON MARTINEZ and	)	
MATTHEW MARTINEZ	)	
	)	
Defendants	)	
	)	
KAYTLYN WILSON MARTINEZ and	)	
MATTHEW MARTINEZ	)	
	)	
Counterclaimants,	)	
	)	
vs.	)	
	)	
ROCKY MOUNTAIN RECOVERY	)	
SYSTEMS, INC.	)	
	)	
Counterclaim Defendant	)	

**PLAINTIFF'S ANSWERS TO DEFENDANT'S REQUEST FOR PRODUCTIONS OF  
DOCUMENTS**

Request No.1: Please provide a true and accurate copy of any and all documents which you content constitute an assignment between Plaintiff/Counterclaim Defendant and its assignor of Defendants' account(s) at issue in this matter.

Response: 1. Assignment contract between RMRSI and West Park Hospital District, previously served with disclosures.

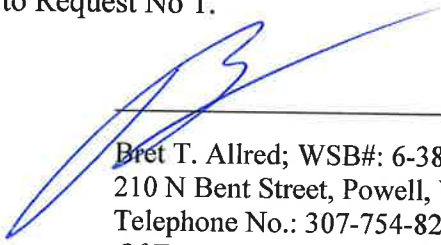
2. Spreadsheet with account information related to other consumers redacted included with assignment of claims from West Park Hospital District (See Exhibit F)

Request No.2: Please provide a true and accurate copy of any and all documents which evidence Plaintiff's agreement with its assignor of Defendants' account(s) at issue in this matter.

Response: See Plaintiff's Response to Request No 1.

Request No 3: Please provide a true and accurate copy of all documentation relies on by Plaintiff/Counterclaim Defendant in answering Defendants' First Set Of Interrogatories Directed to Plaintiff/Counterclaim Defendant.

Response: See Plaintiff's Response to Request No 1.

  
\_\_\_\_\_  
Bret T. Allred; WSB#: 6-3835 (of counsel)  
210 N Bent Street, Powell, WY 82435  
Telephone No.: 307-754-8215  
*Of Firm representing Plaintiff*

**Certificate of Service**

I, Bret T. Allred, do hereby certify that on 5 day of May, 2021, I caused the above and foregoing document to be served upon the Defendants by depositing a true and correct copy thereof in the United States mail, postage prepaid, and addressed to the Defendants; *to wit*: Kaytlyn Wilson Martinez and Matthew Martinez: Attn Seth Shumaker 2 N Main St E 103 Sheridan, WY 82801.

  
\_\_\_\_\_  
Bret Allred

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL DISTRICT  
WITHIN AND FOR BIG HORN COUNTY WYOMING**

ROCKY MOUNTAIN RECOVERY	)	CV-2020-0102 L
SYSTEMS, INC.	)	
Plaintiff	)	
vs.	)	
KAYTLYN WILSON MARTINEZ and	)	
MATTHEW MARTINEZ	)	
Defendants	)	
<hr/>		
KAYTLYN WILSON MARTINEZ and	)	
MATTHEW MARTINEZ	)	
Counterclaimants,	)	
vs.	)	
ROCKY MOUNTAIN RECOVERY	)	
SYSTEMS, INC.	)	
Counterclaim Defendant	)	

**PLAINTIFF'S ANSWERS TO DEFENDANT'S FIRST SET OF INTERROGATORIES**

Interrogatory No.1: Please state the name, address and position with Plaintiff of each person answering and assisting to answer these interrogatories:

Answer: Tammy Mattson: 101 Hastings Horseshoe Powell, WY 82435; Manager

Elizabeth Hodgins: 400 E 1<sup>st</sup> Street, Suite 312 Casper WY 82601; client services representative.

Interrogatory No.2: In regard to the account(s) for which plaintiff has filed this action please state:

a. The value or consideration paid by the plaintiff to its assignor for Defendants' accounts(s);

a. Answer: The consideration did not consist of pre-collection monies paid to the assignor.

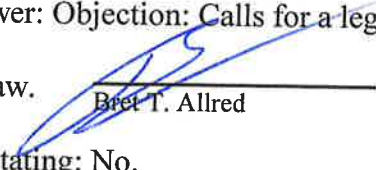
b. Whether there exists a document(s) which Plaintiff asserts memorializes that assignment; and

a. Answer: Yes

c. Who possesses such documentation?

a. Answer: Rocky Mountain Recovery Systems, Inc.

Interrogatory No.3: Does Plaintiff/Counterclaim Defendant provide legal services for persons and/or entities in the State of Wyoming?

Answer: Objection: Calls for a legal conclusion as to what constitutes "legal services" as defined by law.  Notwithstanding, Plaintiff's objection Plaintiff answers by stating: No.

Interrogatory No.4: Is Plaintiff/Counterclaim Defendant a law office recognized as such by the Wyoming Bar?

Answer: No

Interrogatory No.5: Does Plaintiff/Counterclaim Defendant received a contingency fee for services it renders in this action for its assignor?

Answer 1: Objection: This interrogatory is overly vague and requiring Plaintiff to speculate as to the definition used by Defendants for the term "contingency fee."

  
Bret T. Allred

Notwithstanding Plaintiff's objection Plaintiff states that the fees and other consideration exchanged between Plaintiff and Original Creditor are set for in the assignment contract that was served previously with Plaintiff's disclosures.

Interrogatory No.6: If the answer to the previous interrogatory is in the affirmative, please state the terms of the contingency fee agreement between Plaintiff/Counterclaim Defendant and its assignor in this matter.

Answer: No answer required however to the extent one may interpret Plaintiff objection and response to Interrogatory No. 5 as affirmative, Plaintiff states that the terms of Plaintiff's agreement with the assignor are identified in the assignment contract previously sent in Plaintiff's disclosures.

Interrogatory No.7:

Answer: Objection: Overly broad and vague.

**FURTHER AFFIANT SAYETH NAUGHT.**

  
Bret T. Allred

  
Tammy Mattson

Subscribed and sworn to before me by Tammy Mattson,  
on this 11 day of May, 2021

My Commission Expires:



  
Notary Public

I, Bret T. Allred, do hereby certify that on 11 day of May, 2021, I caused the above and foregoing document to be served upon the Defendants by depositing a true and correct copy thereof in the United States mail, postage prepaid, and addressed to the Defendants; *to wit*: Kaytlyn Wilson Martinez and Matthew Martinez: Attn Seth Shumaker 2 N Main St E 103 Sheridan, WY 82801.

  
Bret Allred